

## EXHIBIT C

### Indemnification Provisions

In the event that Stout Risius Ross, LLC (“Stout”) or any of its affiliates, partners, officers, directors, shareholders, agents, employees or controlling persons (collectively, the “Indemnified Persons” and each, an “Indemnified Person”) becomes involved in any capacity in any claim, action, proceeding, or investigation (collectively, “Actions”) brought by or against any person, including equity holders of the Debtors, in connection with or as a result of Stout’s engagement as financial advisor to the Official Unsecured Creditors Committee (the “Committee”), the Debtors periodically will advance to the Indemnified Persons amounts necessary to pay their reasonable out-of-pocket legal and other expenses (including the cost of any investigation and preparation) incurred in connection therewith; provided, however, that if it is finally found (in a non-appealable judgment) by a court of competent jurisdiction that any loss, claim, judgment, damage, or liability of an Indemnified Person has resulted primarily from the gross negligence or willful misconduct of such Indemnified Person in performing the services on behalf of the Committee, such Indemnified Person shall repay such portion of the advanced amounts that is attributable to expenses incurred in relation to the act or omission of such Indemnified Person that is the subject of such non-appealable judgment. The Debtors also will indemnify and hold the Indemnified Persons harmless from and against any and all losses, claims, judgments, damages, or liabilities to which such Indemnified Person may become subject under any applicable law, or otherwise, that is related to, arising out of, or in connection with Stout’s engagement on behalf of the Committee and without regard to the exclusive or contributory negligence of any Indemnified Person except to the extent that it is finally found (in a non-appealable judgment) that any such loss, claim, damage or liability resulted primarily from the gross negligence, willful misconduct, or bad faith of the Indemnified Persons in performing the services on behalf of the Committee.

Upon receipt by an Indemnified Person of actual notice of an Action against such Indemnified Person with respect to which indemnity may be sought, such Indemnified Person shall promptly notify the Debtors in writing; provided that failure to so notify the Debtors shall not relieve the Debtors from any liability that the Debtors may have on account of this indemnity or otherwise, except to the extent the Debtors shall have been materially prejudiced by such failure. The Debtors shall, if requested by the Indemnified Person, assume the defense of any such Action, including the employment of counsel reasonably satisfactory to the Indemnified Person. An Indemnified Person may retain separate counsel to represent it in the defense of any Action, which shall be at the expense of the Debtors if (i) the Indemnified Party does not request the Debtors to assume the defense of any such Action or the Debtors do not assume the defense of the Action within a reasonable period of time after being requested to assume the defense of the Action, or (ii) the Indemnified Person is advised by counsel in writing that there is an actual or potential conflict in the Debtors’ and the Indemnified Person’s respective interests or additional defenses are available to the Indemnified Person, which makes representation by the same counsel inappropriate; provided that in no event shall the Debtors be obligated to pay expenses for more than one counsel in any one jurisdiction for all Indemnified Persons in connection with any Action.

No Indemnified Person shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Debtors or their equity holders or creditors related to, arising out of, or in connection with, advice or services rendered or to be rendered by any Indemnified Person on behalf of the Committee, the transactions contemplated in these Chapter 11 Cases or any Indemnified Person’s actions or inactions in connection with any such advice, services, or transactions except to the extent any loss, claim, judgment, damage or liability is finally found

(in a non-appealable judgment) by a court of competent jurisdiction to have resulted from the Indemnified Person's gross negligence or willful misconduct.

If for any reason, the foregoing indemnification is unavailable to an Indemnified Person or insufficient to hold it harmless, then the Debtors shall contribute to the amount paid or payable by the Indemnified Person as a result of such loss, claim, damage or liability in such proportion as is appropriate to reflect (i) the relative economic benefits to the Debtors and their equity holders, on the one hand, and to the Indemnified Persons, on the other hand, of the matters covered by this engagement; or (ii) if the allocation provided by the immediately preceding clause is not permitted by applicable law, not only such relative economic benefits but also the relative fault of the Debtors, on the one hand, and the Indemnified Persons, on the other hand, with respect to such loss, claim, damage or liability and any other relevant equitable considerations. For purposes of this paragraph, the relative economic benefits to the Indemnified Persons of the matters contemplated on behalf of the Committee, shall be deemed to be the fees paid or to be paid to Stout; provided, however, that, to the extent permitted by applicable law, in no event shall the Indemnified Persons be required to contribute an aggregate amount in excess of the aggregate fees actually paid to Stout.

The reimbursement, indemnity, and contribution obligations of the Debtors in this **Exhibit C** shall be in addition to any liability which the Debtors may otherwise have, shall extend upon the same terms and conditions to any affiliate of the Indemnified Persons, and shall be binding upon and inure to the benefit of any successors, heirs, and personal representatives of the Debtors, the Indemnified Persons, any such affiliate and any such person.

The Debtors shall not be required to indemnify an Indemnified Person for any amount paid or payable by the Indemnified Person in the settlement of any action, proceeding or investigation without the written consent of the Debtors, which consent shall not be unreasonably withheld.